



Agenda Item No. 7b
July 12, 2006

CHAIR
ROBERT BOUER
Councilmember
City of Laguna Woods

VICE CHAIR
BILL CAMPBELL
Supervisor
Third District

PETER HERZOG
Councilmember
City of Lake Forest

ARLENE SCHAFER
Director
Costa Mesa
Sanitary District

SUSAN WILSON
Representative of
General Public

TOM WILSON
Supervisor
Fifth District

JOHN WITHERS
Director
Irvine Ranch Water District

ALTERNATE
PATSY MARSHALL
Councilmember
City of Buena Park

ALTERNATE
RHONDA MCCUNE
Representative of
General Public

ALTERNATE
JAMES W. SILVA
Supervisor
Second District

ALTERNATE
CHARLEY WILSON
Director
Santa Margarita
Water District

JOYCE CROSTHWAITE
Executive Officer

TO: Local Agency Formation Commission

FROM: Joyce Crosthwaite, Executive Officer
Carolyn Emery, Project Manager

SUBJECT: Signal Landmark Reorganization to the Orange County
Sanitation District (RO 05-60)

PROPOSED ACTION:

Annexation of the Brightwater Project Development (includes 349 residential units) to the Orange County Sanitation District. Annexation of the proposed area to OCSD would permit the District to provide sewer service to the territory.

PROJECT LOCATION:

The proposed reorganization area is generally located in the upper mesa area of the unincorporated Bolsa Chica Ecological Reserve, southeast of Warner Avenue, north of Pacific Coast Highway, west of Bolsa Chica Street and south of Los Patos Avenue (See Exhibit A). The greater Bolsa Chica area encompasses approximately 1,600 acres located within unincorporated Orange County.

RECOMMENDED ACTIONS:

Staff recommends that the Commission take the following actions:

1. Adopt the form of resolution approving the "Signal Landmark Reorganization to the Orange County Sanitation District" (RO 05-60) (Attachment B) subject to the following terms and conditions:

- a) Payment of Recorder and State Board of Equalization fees.

- b) The applicant agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers and employees from any claim, action or proceeding against LAFCO and/or its agents, officers and employees to attack, set aside, void or annul the approval of LAFCO concerning this proposal or any action relating to or arising out of such approval.
- c) The effective date shall be the date of recordation.

DISCUSSION:

Background

Orange County LAFCO began considering annexation of the Bolsa Chica Ecological Reserve in 1961. The total amount of unincorporated territory within the reserve includes approximately 1,547 acres. Development within the Bolsa Chica Ecological Reserve has been a long-standing issue and under the scrutiny of environmental activists. The latest development proposal, the Brightwater Project, owned by Hearthside Homes, has been approved to include 349 units located in the northern portion of the uplands of the Bolsa Chica area. Completion of the units is expected in January 2007.

The Brightwater Project includes: (1) the annexation of 111 acres of undeveloped, unincorporated territory to the City of Huntington Beach, and (2) the annexation of 71 acres to the Orange County Sanitation District. At the July 12th hearing, the Commission will be considering only the portion of the application proposing annexation to OCSD. Annexation of the proposed territory to the City of Huntington Beach is expected to be brought before the Commission in October/November 2006.

The unincorporated Bolsa Chica area is located within the sphere of influence of the Orange County Sanitation District (OCSD). OCSD provides regional wholesale collection and treatment of wastewater for retail public sewer agencies (e.g., Brea, Huntington Beach, Seal Beach, etc.). Annexation of this area to OCSD would allow the district to provide sewer service to the subject territory. Retail sewer service will be provided by the City of Huntington Beach.

Out-of-Area Service Agreement (OASA)

In September 2005, Signal Landmark filed an application request with LAFCO for the annexation of the Brightwater Project to the City of Huntington Beach and the Orange County Sanitation District. In subsequent discussions, the landowner expressed the need for water and sewer service prior to annexation to the City in order to meet critical development timelines.

Pursuant to Government Code Section 56133, and through the approval by LAFCO, a city may provide new or extended services by contract or agreement outside its jurisdictional boundaries in anticipation of a later change of organization. In an effort to facilitate a more efficient approval process for consideration of these agreements, your Commission delegated the authority to approve out-of-area service agreements to the Executive Officer.

Since OCSD required that a retail sewer provider be identified prior to providing regional sewer service to the proposed area, LAFCO staff required that an OASA be entered into between the City and the landowner allowing the City to provide water and sewer service to the proposed development prior to annexation. LAFCO staff further asked that a timeline for annexation of the area to the City be established. On June 5, 2006, the City Council of Huntington Beach approved an agreement to provide retail sewer and water services to the proposed area. A copy of the executed OASA for the proposed annexation is included in this report as Attachment A.

Existing/Future Land Use

The proposed territory is currently designated by the County of Orange General Plan as Suburban Residential. Existing land uses that surround the proposed area include Suburban Residential and the greater Bolsa Chica Ecological Reserve, which is currently designated by the County of Orange General Plan as Suburban Residential and Open Space Reserve.

Prior to LAFCO consideration of annexation of the proposed area to the City of Huntington Beach, the City is required to adopt pre-zoning for the area indicating land use designation(s) and subsequent amendment of General Plan to include the subject territory.

Environmental Review

Pursuant to the California Environmental Quality Act, the County of Orange certified Final Environmental Impact Report 551 addressing proposed annexation of the project territory to the Orange County Sanitation District. As a responsible agency, your Commission is responsible for certifying that the information contained within the EIR prepared by the County of Orange has been reviewed and considered.

Property Tax Exchange Agreement

No property tax exchange will occur as a result of the district annexation pursuant to the Master Property Tax Agreement adopted by the Board of Supervisors for enterprise special district reorganization proposals.

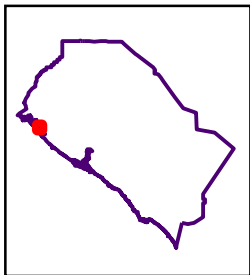
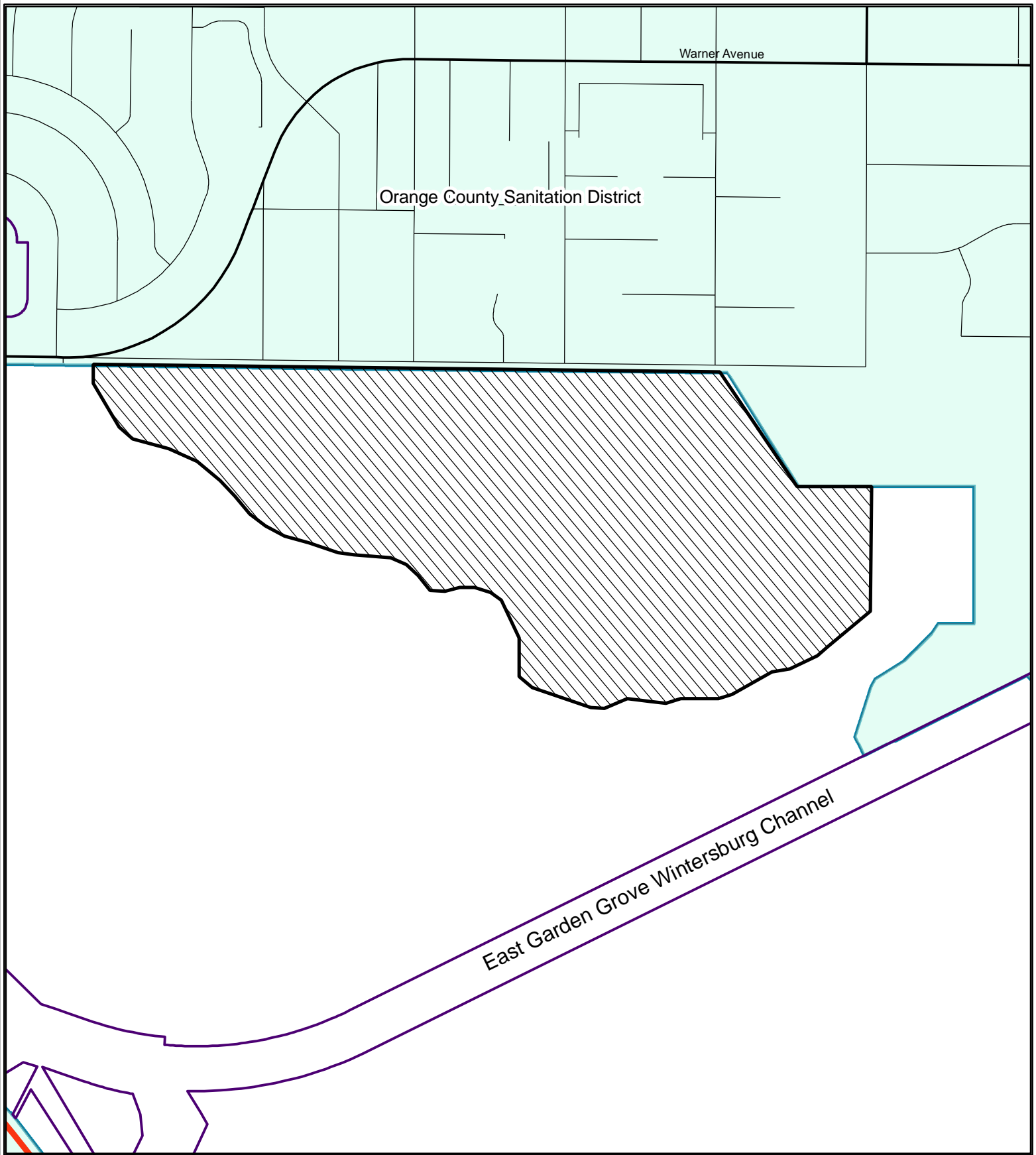
Respectfully submitted,

JOYCE CROSTHWAITE

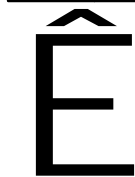
CAROLYN EMERY

Exhibit A: Vicinity Map

Attachments: A. Out-of-Area Service Agreement (OASA)
B. LAFCO Resolution



0 250 500 1,000 Feet



Signal Landmark Reorganization
RO 05-60
Annexation to the Orange County Sanitation District

Legend

- Proposed Annexation Boundary
- Orange County Sanitation District Boundary

EXHIBIT A

07/12/06

**SIGNAL LANDMARK REORGANIZATION
TO THE CITY OF HUNTINGTON BEACH (RO 05-60)
AGREEMENT BETWEEN
SIGNAL LANDMARK AND
THE CITY OF HUNTINGTON BEACH**

THIS AGREEMENT is made this 5TH day of JUNE, 2006, between Signal Landmark, a California corporation, hereinafter referred to as "Owner," and the City of Huntington Beach, a California municipal corporation, hereinafter referred to as "City."

WHEREAS, Owner is the owner of certain real property, hereinafter referred to as "the Subject Property," consisting of approximately 105.3 acres located within unincorporated Orange County, and further described in the legal description attached hereto as Exhibit "A" and incorporated by this reference as though fully set forth herein; and

Owner is developing a phased residential project, hereinafter referred to as "the Project," on the Subject Property pursuant to entitlement approvals received from the County of Orange, and requires the use of City's water and sewer systems and the right to connect to City's existing water and sewer mains which are contiguous to the Subject Property; and

Owner has agreed to the annexation of the Subject Property to the City of Huntington Beach on the terms and conditions set forth in the Pre-annexation Agreement between the Owner and the City of Huntington Beach dated January, 2006; and
DECEMBER 12, 2005 *qe*

City is willing to consent to the connection of the Project to City's water and sewer system as set forth in the Preannexation Agreement between Owner and City dated January, 2006; and on the condition that the Owner permit said annexation to the City at the earliest possible time; and
DECEMBER 12, *96*

The Orange County Local Agency Formation Commission ("LAFCO") policy on out-of-area agreements provides that LAFCO shall approve this agreement for service outside of the City's jurisdictional boundaries only in anticipation of a change of organization (i.e., annexation to the city); and

NOW, THEREFORE, the parties agree as follows:

1. Owner hereby gives its irrevocable consent to annexation of the Subject Property to the City at such time as the annexation may be properly approved through appropriate legal proceedings, and Owner does further agree to provide all reasonable cooperation and assistance to the City in the annexation proceedings. Said cooperation is contemplated to include signing any applications or consent prepared by the City and submitting any evidence reasonably within the control of Owner to the various hearings required for the annexation. Said cooperation does not include, however, an obligation on behalf of Owner to institute any litigation or judicial proceedings whatsoever to compel the annexation to the City.

2. The City hereby agrees to authorize the connection of the Project to be developed on Owner's property to City's water and sewer systems. Said connection to the water and sewer system shall be permitted by City at such time as Owner's development has progressed to the point that water and sewer connections to the mains would normally occur whether or not annexation has yet occurred.

3. Upon approval of the extension of services outside of the City boundaries by LAFCO, City agrees to provide water and sewer services to the Project prior to annexation to the City on the following terms and conditions:

a. Payment by Owner to City of Water Connection Fees in the amount of Four Thousand Eight Hundred Dollars (\$4,800.00) per unit, payable at the time of the issuance of building permits for each unit.

b. Payment by Owner to City of Sewer Connection Fees in the amount of One Thousand Seven Hundred Forty-nine Dollars (\$1,749.00) per unit, payable at the time of issuance of building permit for each unit.

c. Payment by Owner to City of standard water and sewer service fees at the same rates as charged to City customers.

d. Owner shall bear the cost of constructing all infrastructure required to provide water and sewer service to the Project.

e. Owner shall pay all costs of annexation of the Subject Property to the Orange County Sanitation District.

f. Owner shall pay any and all fees that may be charged by LAFCO.

g. Owner agrees to be bound by all City ordinances, rules and regulations regarding the water and sewer systems.

4. This Agreement shall be recorded.

5. The Owner shall develop the Project in accordance with the approved entitlements, and shall construct the Project pursuant to all applicable County Codes, including, but not limited to Zoning, Engineering and Building and Safety Codes.

6. As part of this Agreement, Owner and City agree to defend, indemnify, hold harmless, and release LAFCO, its agents, officers, attorneys, and employees from any claim, action, or proceeding brought against any of them, the purpose of which is to attack, set aside, void, or annul the approval of this agreement and adoption of the environmental document which accompanies it. This indemnification obligation shall include, but not be limited to, damages, costs, expenses, attorney fees, or expert witness fees that may be asserted by any person or entity, including the applicant, arising out of or in connection with the approval of this

Agreement, whether or not there is concurrent passive or active negligence on the part of LAFCO, its agents, officers, attorneys, or employees.

7. This Agreement shall be effective on the date it is executed by both parties and approved by LAFCO, and shall remain in effect until the later of (a) the recordation of the final phase of the annexation, or (b) September 1, 2011. If the final phase of annexation is not recorded by September 1, 2011, LAFCO may record annexation of any remaining unrecorded phases to the City, to be effective upon recordation.

8. Owner has executed this Agreement on behalf of itself, its successors and assigns, and the Agreement shall be irrevocable without the prior written consent of both parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their authorized officers on JUNE 5,, 2006.

OWNER:
Signal Landmark
A California corporation

CITY:
City of Huntington Beach
A California municipal corporation

By: *D. J. Pardini*
Its: President and
Chief Executive Officer

By: _____
Its: _____

Steve Sullivan
Mayor

Joan D. Flynn
City Clerk *6/10/06*

APPROVED AS TO FORM:

Jennifer M. Galt
City Attorney *6/5/15/06*
5/16/06

REVIEWED AND APPROVED:

Penelope Caldwell
City Administrator

INITIATED AND APPROVED:

[Signature]
Deputy City Administrator

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

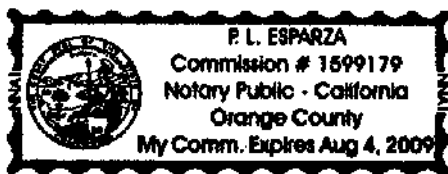
SS.

On June 8, 2006, before me, P. L. Esparza, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Dave Sullivan
Name(s) of Signer(s)

- ☒ personally known to me
☐ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

P. L. Esparza
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Signal Landmark Reorganization to the City of Huntington Beach (RO 05-60) Agreement Between Signal Landmark and the City of Huntington

Document Date: June 5, 2006 Beach Number of Pages: _____

Signer(s) Other Than Named Above: Joan L. Flynn, City Clerk

Capacity(ies) Claimed by Signer

Signer's Name: Dave Sullivan

- ☐ Individual
☒ Corporate Officer — Title(s): Mayor
☐ Partner — ☐ Limited ☐ General
☐ Attorney in Fact
☐ Trustee
☐ Guardian or Conservator
☐ Other: _____

Signer Is Representing: The City of Huntington Beach

RIGHT THUMBPRINT
OF SIGNER
Top of thumb here

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Orange

SS.

On June 13, 2006, before me, P. L. Esparza, Notary Public

Date

Name and Title of Officer (e.g., "Jane Doe, Notary Public")

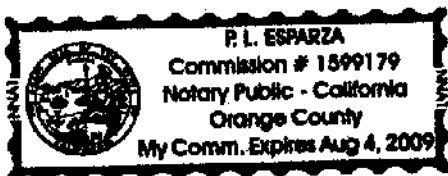
personally appeared Joan Flynn, City Clerk

Name(s) of Signer(s)

☐ personally known to me

☒ proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

P. L. Esparza
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Agreement Between Signal Landmark and City of Huntington Beach

Document Date: June 5, 2006 Number of Pages: _____

Signer(s) Other Than Named Above: Dave Sullivan, Mayor

Capacity(ies) Claimed by Signer

Signer's Name: Joan Flynn, City Clerk

☐ Individual

☒ Corporate Officer — Title(s): City Clerk

☐ Partner — ☐ Limited ☐ General

☐ Attorney in Fact

☐ Trustee

☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: City of Huntington Beach, A California Municipal Corporation

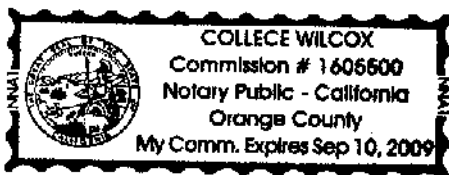
RIGHT THUMBPRINT
OF SIGNER

Top of thumb here

STATE OF CALIFORNIA)
)
COUNTY OF ORANGE) ss.

On May 18, 2006, before me, the undersigned, a Notary Public for the State of California, personally appeared, Raymond J. Pacini, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person or the entity upon behalf of which the person acted, executed the instrument.

Witness my hand and official seal.



Notary Public Collee Wilcox
Collee Wilcox
My Commission Expires: September 10, 2009

DESCRIPTION OF ATTACHED DOCUMENT:

Signal Landmark Reorganization
To the City of Huntington Beacy (RO 05-60)
Agreement between Signal Landmark
and the City of Huntington Beach
Annexation

BRIGHTWATER LEGAL AND EXHIBIT

THAT PORTION OF PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. CC 92-01, IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE, STATE OF CALIFORNIA, PER DOCUMENT RECORDED SEPTEMBER 2, 1992 AS INSTRUMENT NO. 92-589755 OF OFFICIAL RECORDS, IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY CORNER OF LOT B OF TRACT NO. 15734, AS PER MAP FILED IN BOOK 797, PAGES 41 THROUGH 43, INCLUSIVE, OF MISCELLANEOUS MAPS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE SOUTHWESTERLY LINE OF SAID TRACT NO. 15734, SOUTH 34°02'08" EAST, 604.67 FEET;

THENCE, ALONG THE SOUTHERLY LINE OF SAID TRACT NO. 15734, NORTH 89°58'30" EAST, 323.00 FEET TO THE NORTHWESTERLY CORNER OF THE LAND DESCRIBED IN A QUITCLAIM DEED RECORDED NOVEMBER 3, 1959 IN BOOK 4960, PAGE 87 OF OFFICIAL RECORDS, IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG THE WESTERLY LINE OF SAID LAND DESCRIBED IN THE QUITCLAIM DEED, SOUTH 00°10'29" WEST, 555.39 FEET TO THE NORTHEASTERLY TERMINUS OF THAT CERTAIN COURSE HAVING A BEARING AND DISTANCE OF "SOUTH 55°55'23" WEST, 109.74 FEET" IN THE NORTHERLY BOUNDARY OF AN "IRREVOCABLE OFFER OF DEDICATION IN FEE FOR OPEN SPACE, HABITAT ENHANCEMENT AND PUBLIC ACCESS PURPOSES" RECORDED DECEMBER 05, 2005 AS INSTRUMENT NO. 2005000970073, OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER;

THENCE, ALONG SAID NORTHERLY BOUNDARY OF SAID OFFER OF DEDICATION, THE FOLLOWING COURSES;

SOUTH 55°55'23" WEST, 109.74 FEET;
 SOUTH 55°49'21" WEST, 127.09 FEET;
 SOUTH 44°24'16" WEST, 82.15 FEET;
 SOUTH 73°47'18" WEST, 29.41 FEET;
 SOUTH 61°37'27" WEST, 60.35 FEET;
 SOUTH 62°25'42" WEST, 53.70 FEET;
 SOUTH 62°41'17" WEST, 50.15 FEET;
 SOUTH 72°35'28" WEST, 100.45 FEET;
 SOUTH 55°44'37" WEST, 114.79 FEET;
 SOUTH 49°22'16" WEST, 39.37 FEET;
 SOUTH 70°15'15" WEST, 41.57 FEET;
 SOUTH 88°31'08" WEST, 17.51 FEET;
 NORTH 89°31'28" WEST, 66.14 FEET;
 SOUTH 88°05'41" WEST, 55.11 FEET;
 SOUTH 83°39'51" WEST, 31.84 FEET;
 SOUTH 67°55'12" WEST, 18.88 FEET;
 SOUTH 68°56'57" WEST, 52.58 FEET;

NORTH 86°59'00" WEST, 50.59 FEET;
 NORTH 75°24'12" WEST, 53.32 FEET;
 NORTH 82°53'05" WEST, 51.28 FEET;
 SOUTH 71°21'20" WEST, 52.46 FEET;
 SOUTH 71°21'20" WEST, 69.49 FEET;
 NORTH 79°52'55" WEST, 58.33 FEET;
 NORTH 61°27'07" WEST, 46.07 FEET;
 NORTH 69°40'17" WEST, 81.44 FEET;
 NORTH 70°13'12" WEST, 82.15 FEET;
 NORTH 65°40'24" WEST, 65.61 FEET;
 NORTH 42°28'44" WEST, 56.43 FEET;
 NORTH 00°59'06" WEST, 56.77 FEET;
 NORTH 06°51'35" WEST, 63.77 FEET;
 NORTH 26°39'54" WEST, 223.33 FEET;
 NORTH 28°36'51" WEST, 11.33 FEET;
 NORTH 30°07'51" WEST, 30.77 FEET;
 NORTH 52°20'02" WEST, 54.33 FEET;
 NORTH 67°42'57" WEST, 54.44 FEET;
 NORTH 89°59'40" WEST, 57.23 FEET;
 SOUTH 80°24'06" WEST, 89.21 FEET;
 SOUTH 89°29'48" WEST, 38.89 FEET;
 NORTH 60°57'47" WEST, 42.04 FEET;
 NORTH 41°24'03" WEST, 73.54 FEET;
 NORTH 56°55'08" WEST, 60.01 FEET;
 NORTH 65°45'31" WEST, 52.06 FEET;
 NORTH 81°57'37" WEST, 52.88 FEET;
 NORTH 89°07'36" WEST, 62.01 FEET;
 NORTH 86°21'40" WEST, 69.25 FEET;
 NORTH 86°43'43" WEST, 56.26 FEET;
 NORTH 78°10'38" WEST, 40.65 FEET;
 NORTH 54°51'52" WEST, 68.81 FEET;
 NORTH 46°45'26" WEST, 75.55 FEET;
 NORTH 35°52'55" WEST, 62.38 FEET;
 NORTH 46°17'27" WEST, 83.58 FEET;
 NORTH 51°46'41" WEST, 64.01 FEET;
 NORTH 55°55'52" WEST, 64.00 FEET;
 NORTH 61°16'51" WEST, 60.49 FEET;
 NORTH 63°11'08" WEST, 68.02 FEET;
 NORTH 60°09'04" WEST, 64.11 FEET;
 NORTH 59°29'13" WEST, 33.61 FEET;
 NORTH 44°03'25" WEST, 45.80 FEET;
 NORTH 43°39'48" WEST, 64.06 FEET;
 NORTH 35°50'56" WEST, 39.41 FEET;
 NORTH 34°55'24" WEST, 326.74 FEET;
 NORTH 00°00'00" EAST, 75.93 FEET TO THE NORTHERLY LINE OF
 PARCEL 2 OF SAID CERTIFICATE OF COMPLIANCE CC 92-01;

THENCE, ALONG SAID NORTHERLY LINE, SOUTH 89°12'47" EAST, 546.98
 FEET;

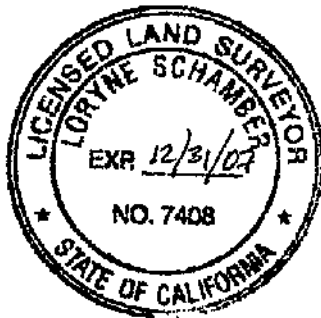
THENCE, CONTINUING ALONG SAID LINE, SOUTH 89°21'32" EAST, 2001.00
 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH THAT PORTION OF SAID PARCEL 2 OF CERTIFICATE OF COMPLIANCE NO. CC 92-01, AS DESCRIBED IN SAID "IRREVOCABLE OFFER OF DEDICATION IN FEE FOR OPEN SPACE, HABITAT ENHANCEMENT AND PUBLIC ACCESS PURPOSES" RECORDED DECEMBER 05, 2005 AS INSTRUMENT NO. 2005000970073, OFFICIAL RECORDS IN SAID OFFICE OF THE COUNTY RECORDER.

CONTAINING AN AREA OF 105.247 ACRES, MORE OR LESS.

ALSO AS SHOWN ON EXHIBIT "B" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

SUBJECT TO COVENANTS, CONDITIONS, RESTRICTIONS, RESERVATIONS, EASEMENTS AND RIGHTS-OF-WAY OF RECORD, IF ANY.



PREPARED BY:
STANTEC CONSULTING INC
UNDER THE DIRECTION OF:

LORYNE A. SCHAMBER, P.L.S. 7408

JUNE 01, 2006
J.N. 2042 341410

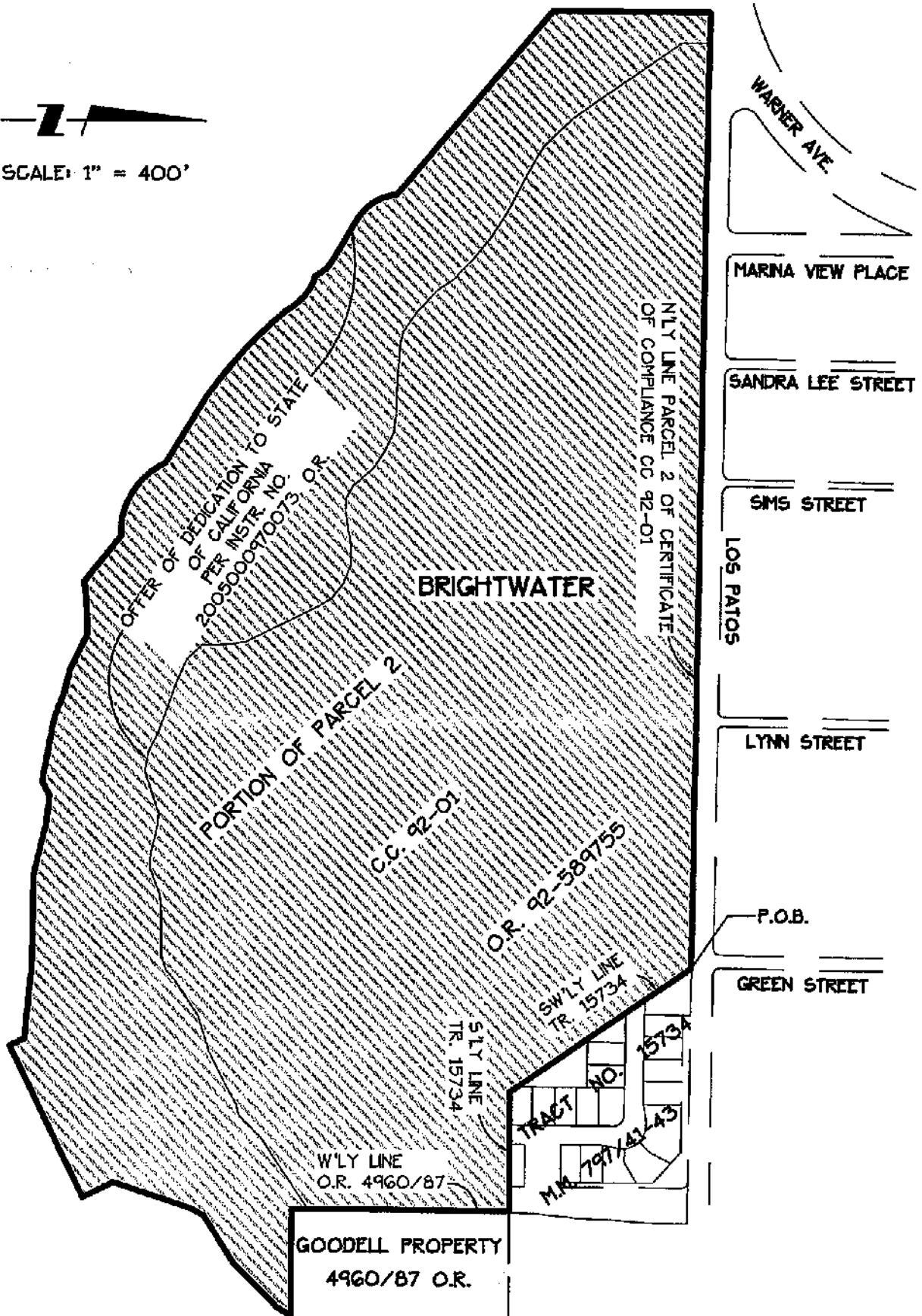
EXHIBIT 'B'

SHEET 1 OF 1

IN THE UNINCORPORATED TERRITORY OF THE COUNTY OF ORANGE,
STATE OF CALIFORNIA



SCALE: 1" = 400'



RO 05-60

**RESOLUTION OF THE LOCAL AGENCY FORMATION COMMISSION
OF ORANGE COUNTY, CALIFORNIA
MAKING DETERMINATIONS AND APPROVING THE
SIGNAL LANDMARK REORGANIZATION TO THE
ORANGE COUNTY SANITATION DISTRICT**

July 12, 2006

On motion of Commissioner _____, duly seconded and carried, the following resolution was adopted:

WHEREAS, the proposed annexation to the Orange County Sanitation District, designated as "Signal Landmark Reorganization to the Orange County Sanitation District" (RO 05-60), was heretofore filed with and accepted for filing on July 5, 2006 by the Executive Officer of this Local Agency Formation Commission pursuant to Title 5, Division 3, commencing with Section 56000 et seq. of the Government Code; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56658 set July 12, 2006 as the hearing date of this proposal; and

WHEREAS, the Executive Officer, pursuant to Government Code Section 56665 has reviewed this proposal and prepared a report including her recommendation thereon, and has furnished a copy of this report to each person entitled to a copy; and

WHEREAS, this Commission on July 12, 2006 considered the proposal and the report of the Executive Officer, and considered the factors determined by the Commission to be relevant to this proposal, including, but not limited to, factors specified in Government Code Section 56668; and

WHEREAS, this Commission called for and held a public hearing on the proposal on July 12, 2006, and at the hearing, this Commission heard and received all oral and written protests, objections and evidence which were made, presented or filed, and all persons present

were given an opportunity to hear and be heard with respect to this proposal and the report of the Executive Officer; and

WHEREAS, information satisfactory to this Commission has been presented that all the owners of land within the proposed territory have given their written consent to the annexation; and

WHEREAS, pursuant to the California Environmental Quality Act, the project is categorically exempt pursuant to Section 15319 of the State CEQA Guidelines.

NOW, THEREFORE, the Local Agency Formation Commission of the County of Orange DOES HEREBY RESOLVE, DETERMINE and ORDER as follows:

Section 1. The proposal is approved subject to the following terms and conditions:

- 1) Payment by the applicant of Recorder and State Board of Equalization fees.
- 2) The applicant agrees to defend, hold harmless and indemnify LAFCO and/or its agents, officers, and employees from any claim, action or proceeding against LAFCO and/or its agents, officers and employees to attack, set aside, void, or annul the approval of LAFCO concerning this proposal or any action relating to, or arising out, of such approval.
- 3) The effective date shall be the date of recordation.

Section 2. The annexing area is found to be uninhabited, is within unincorporated Orange County, and is assigned the following distinctive short-form designation: "Signal Landmark Reorganization to the Orange County Sanitation District" (RO 05-60)

Section 3. The Commission authorizes that protest proceedings be waived in accordance with Government Code Section 56663(c).

Section 4. The Executive Officer is hereby authorized and directed to mail copies of this resolution as provided in Section 56882 of the Government Code.

AYES: _____

NOES: _____

[illegible]

I, ROBERT BOUER, Chair of the Local Agency Formation Commission of Orange County, California, hereby certify that the above and foregoing resolution was duly and regularly adopted by said Commission at a regular meeting thereof, held on the 12th day of July, 2006.

IN WITNESS WHEREOF, I have hereunto set my hand this 12th day of July, 2006.

ROBERT BOUER
Chair of the Orange County
Local Agency Formation Commission

By: Robert Bouer